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Agreement
City of Mackinac Island
and
Police Officer Labor Council, Inc.
Mackinac Island Police Officers' Association

Mackinac Island, City of

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**Agreement Between
City of Mackinac Island
and
Police Officer Labor Council, Inc.
Mackinac Island Police Officers' Association**

THIS AGREEMENT made this 18th day of May, 2000, and effective on April 1, 2000, is by the **City of Mackinac Island**, hereinafter referred to as the "City" or the "Employer," and the **Police Officers Labor Council, Inc.**, hereinafter referred to as the "Union," by its local affiliate, the **Mackinac Island Police Officers' Association**, hereinafter referred to as the "Association."

Section 1

Recognition

1.1 **Collective Bargaining Unit.** The Employer hereby recognizes the Union and the Association as the combined representatives for the purposes of collective bargaining with respect to pay, wages, hours of work, and other terms and conditions of employment for those employees of the City of Mackinac Island in the following described unit:

All full time and part time police officers of the Mackinac Island Police Department, employed as police officers, but excluding the Chief of Police and Assistant Chief of Police.

Section 2

Agency Shop

2.1 **Representation.** The terms of this Agreement shall apply to all members in the Bargaining Unit. Membership in the Union is not compulsory. Employees have the right to join, not join, as they see fit. Neither party shall exert any pressure or discrimination against an employee as regards such matters.

(a) Accordingly, each employee in the Bargaining Unit shall pay his/her own way and assume his/her share of obligation along with the grant of equal benefits contained in this Agreement.

(b) The Union is required under this Agreement to represent all of its employees in the Bargaining Unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for

all members in the Bargaining Unit and not only for the members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of the majority of the employees in the Bargaining Unit.

All employees in the Bargaining Unit shall as a condition of continued employment pay to the Union, the exclusive bargaining representative, an amount of money equal to that paid by other employees in the Bargaining Unit who are members of the union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start upon date of employment.

Present employees who are members of the Union on the effective date of this Agreement and others who may subsequently join in the Bargaining Unit and become members of the Union shall remain members of the Union in good standing as a condition of continued employment. An employee who fails to comply with the provisions of this Section within thirty-one (31) days shall be discharged by the Employer, provided the Union has notified him/her by certified letter addressed to his/her last known address spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such payment is tendered within ten (10) calendar days, he/she will be reported to the City for termination of employment.

The Union shall furnish the City with written proof that the foregoing procedure has been followed and shall supply the City with a written demand before that employee will be discharged for failure to comply with the provisions of this Section.

Section 3

Union Dues

3.1 Payroll Deductions. Employer agrees to deduct from the pay of each employee all regular and/or initiation fees of the Police Officers Labor Council, Inc. and pay such amount deducted to said Union for each and every employee, provided, however, that the Union present to the Employer authorizations, signed by each employee, allowing such deductions and payment to the Union. During the life of this Agreement, the Employer agrees to deduct Union dues from the first pay of each month of each employee who subsequently submits a properly prepared authorization for check-off of dues form to the City Clerk. The Employer shall be entitled to rely solely upon the information appearing on this form. Deductions shall begin the first paycheck after the form is received, but shall not supersede any legally required deduction nor be required if an employee's pay is less than the amount of the dues.

Deductions for each calendar month shall be remitted to the designated representative of the Union, as designated by the Union, with an accompanying list of employees from whom payroll deductions were made within two weeks after the first payroll of each month.

If for any reason, the Employer fails to make the proper deduction for any employee as provided in this Section, it shall make the proper correction from the employee's next pay in which deduction is normally deducted after the error has been called to its attention by the employee of the Union.

The Union agrees to defend, indemnify and save the City harmless against any and all claims, lawsuits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or Fraternal fees, or reliance on any list, notice, certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

Section 4

Collective Bargaining Committee

4.1 **Steward and Committee Representatives.** The Employer agrees to recognize a collective bargaining committee composed of one (1) permanent employee of the Mackinac Island Police Department and not more than one (1) representative of the Union, as designated by the Union. The employee shall be recognized as the Steward. The duties of the committee shall be to meet with the Employer representatives for collective bargaining purposes. The duties of the Steward shall be to represent employees in accordance with the grievance procedures established in the Agreement and to receive and transmit official communications between the Association and the Employer. Alternate representatives may be selected but shall serve only in the absence of the designated representative. The Association shall notify the Employer in writing of the names of the Steward and the Committee Representatives before recognition shall be given.

Section 5

Reserved Rights

5.1 Management Rights.

(a) The Employer retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the Employer, included by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such services; to determine the nature and number of facilities and departments to be operated and their locations;

to establish classifications or work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to assign the Chief of Police and Assistant Chief of Police to do patrol work; to discontinue, combine or reorganize any, part of, or all of its operations; to continue to maintain its operations as in the past; to study and use improved methods and equipment and outside assistance whether or not in or out of the City's facilities and in all respects to carry out the ordinary and customary functions and administration of the City. The Employees and the Union hereby agree that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall not be subject to the grievance procedures established herein.

(b) The Employer shall have the right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, lay off, and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish work schedules, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. These rights shall be subject to the grievance and arbitration procedures established herein.

Section 6

Grievance and Arbitration Procedure

6.1 **Definition of Grievance.** A grievance shall be a complaint by an employee concerning the application and interpretation of this written Agreement.

6.2 **Grievance Procedure.** All grievances shall be processed in the following manner:

Step 1 An employee with a complaint shall discuss the matter with the officer in charge, the Chief or the Assistant Chief. If requested, an employee may have his/her Steward present. If the complaint is not satisfactorily settled, the employee shall reduce the complaint to writing on the grievance form by listing the sections of the Agreement alleged to have been violated signing the grievance and submitting it to the Chief within five (5) days from the event which caused the complaint. The Chief or his designee shall place his answer on the grievance form and return it to the employee within five (5) days after receipt.

Step 2 If the employee is not satisfied with the Chief's answer, he/she may appeal the decision by submitting the written grievance to the City Council, within five (5) days after receipt of the Chief's answer. The employee and the Steward shall discuss the grievance with the designated representatives of the City Council, designated by the City Council, within five (5) days. The Council shall make its decision on the grievance and return it to the Steward within fifteen (15) days after its receipt or within two (2) days after the Council meeting following the submission of the grievance to the Council by its representatives, whichever is later.

Step 3 The Association may appeal the Employer's decision to arbitration by giving written notice to the Employer of its desire to arbitrate within twenty (20) days after receipt of the Employer's answer in Step 2, subject to the issue of arbitrability if raised.

6.3 Grievance Settlement. Any settlement of a grievance which has economic implication shall not become final until approved by the City Council. Any grievance settlement by an officer in charge or Assistant Chief of Police shall not become final until approved by the Chief.

6.4 Arbitration. Arbitration may be commenced by filing, within the time limit established in Section 6.2, a demand for arbitration with the Federal Mediation and Conciliation Service and simultaneously serving a copy of the demand on the other party of this Agreement. The selection of an arbitrator and the conduct of the arbitration shall be pursuant to the rules of the Federal Mediation and Conciliation Service in effect at the time of the arbitration. The arbitrator's decision shall be final and binding on the Employer and the Association, providing however, that each party reserves its lawful right to challenge the award if the arbitrator has improperly handled the case or exceeds his jurisdiction. Each party shall bear the expense of its own witnesses. In the decision the arbitrator shall determine which party has substantially prevailed in the arbitration and the other party shall pay all the fees and expenses of the arbitrator provided, however, that the fees and expenses of the arbitrator shall be shared equally between the Association and the Employer if the parties settle the arbitration prior to a decision by the arbitrator or if the arbitrator determines that neither party to the arbitration has substantially prevailed.

6.5 Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of the Agreement as written. He shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, that question must be decided before he may be permitted to hear the merits of the grievance. The Association acknowledges that the City retains all rights not otherwise abrogated under the express terms of this Agreement as

generalized in the Management Rights clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable.

6.6 **Time Limitation.** Time limits established in the grievance procedure shall be followed by the parties hereto. If the time limit procedure is not followed by the Association, the grievance shall be considered settled in accordance with the City's last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, including arbitration, if requested by the Association. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

6.7 **Time Computation.** Saturday, Sunday and holidays recognized in this Agreement shall not be counted under the time procedures established in the grievance procedure.

6.8 **Special Conference.** Special conferences may be arranged by mutual agreement between the Employer and the Association to discuss matters of mutual concern. The party requesting the special conference shall present the other party with a proposed agenda. If the special conference and agenda are agreed upon, the meeting shall be scheduled at a time mutually agreeable to the parties. Both parties acknowledge and agree that such conferences shall not be used for the purposes of collective bargaining unless prior consent is obtained from the other party, and in such event, negotiations shall only occur as to that specific item over which the parties have mutually agreed to negotiate.

6.9 **Steward Representation.** The employee or the Steward may at any time request the services of the Union and have its designated representative(s) present at any time or at all meetings and conferences stated in this Section.

Section 7

Seniority

7.1 **Seniority Definition.** Seniority shall be defined to mean the length of the employee's service with the Employer in the Police Department commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

7.2 **Employee Designation.**

(a) Upon hire, an employee shall be designated as either a permanent full-time police officer, or temporary police officer.

(b) A permanent employee shall be an employee hired for an indefinite period of time provided, however, that such designation shall not be construed as any guaranty of employment for any period of time.

(c) A temporary employee shall be an employee hired with the expectation that his/her employment will continue for a period of less than nine (9) months. The Employer may change an employee's designation from temporary to permanent during the course of his or her employment.

(d) An employee whose designation is changed from temporary to permanent and who has accumulated seniority as a temporary employee shall have temporary employee seniority transferred to permanent employee seniority.

7.3 Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to schooling, layoff, or personal reasons if such period of absence is greater than fourteen (14) consecutive days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his/her last date of hire. The Association represents probationary employees for the purposes of collective bargaining; however, probationary employees may be disciplined, laid off or terminated by the Employer at any time without regard and without recourse to this Agreement.

7.4 Seniority List. The Employer shall maintain a roster of employees arranged according to seniority by classification and seniority date and shall furnish a copy to the Association the first month of each calendar year or as soon thereafter as is practicable.

7.5 Loss of Seniority. An employee shall lose his/her seniority if:

(a) He/she resigns or quits;

(b) He/she is discharged or terminated from work and such discharge or termination is not reversed in the grievance procedure herein;

(c) For a temporary employee, when his/her employment is terminated at the end of the anticipated period of employment;

(d) He/she retires;

(e) He/she has been laid off for lack of work or lack of funds for a period equal to his/her seniority at the time of his/her layoff or one (1) year, whichever is lesser;

(f) He/she is absent from work including failure to return at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without written notice given by the Employee or his/her designee;

(g) He/she fails to report following a recall from layoff pursuant to Section 7.8(b); or

(h) He/she accepts a position of employment outside the bargaining unit.

7.6 Temporary Employee Seniority. A temporary employee shall be an employee hired with the expectation that his/her employment will continue for a period of less than nine (9) months. His/her status will change from temporary to permanent employee if the amount of time employed exceeds nine (9) months.

7.7 Indefinite Layoff. When layoff of employees are necessary due to a reduction in the work force, the following rules will apply:

(a) Temporary employees will be laid off before permanent employees. Within the temporary employee designation, the Employer agrees to begin layoffs with the temporary employees with the least seniority, provided, however, that the senior employee has the experience and training to perform required work.

(b) Permanent employees will be laid off after temporary employees. The Employer agrees to begin layoff with the permanent employees with least seniority, provided, however, that the senior employee has the experience and training to perform the required work.

(c) The Employer agrees to give fourteen (14) days' notice of layoffs.

7.8 Recall.

(a) Recall to work shall be accomplished in the reverse order of layoffs, provided, however, that the employee to be recalled has the experience and training to perform the required work.

(b) It is the duty of employees in indefinite layoff to keep the Employer advised of the employee's current address. For recall, the Employer shall notify the employee of recall by first class mail and the employee must report for work within five (5) calendar days after being notified or the employee's employment shall be terminated.

Section 8

Hours of Work

8.1 **Workweek.** The official workweek of the Employer shall be forty (40) hours per week, but this shall not be construed as a guaranty of work.

8.2 **Work Schedules.** The parties recognize that the unique circumstances of the City of Mackinac Island pose unusual challenges in scheduling. The Chief shall attempt to arrange work schedules so that employees are scheduled for a yearly average of eighty (80) hours per pay period. The Chief shall use his best efforts to post schedules a minimum of two (2) weeks in advance, but this shall not restrict the Employer's right to change the schedule if circumstances require. Should a schedule change be necessary, the Chief shall use his best efforts to see that the officer affected shall receive at least twenty-four (24) hours notice of such change. The Chief shall also attempt to arrange schedules so that Employees shall have at least twelve (12) hours off between scheduled shifts, except where seasonal or event requirements dictate otherwise.

8.3 **Overtime.** All employees are expected to work reasonable amounts of overtime upon request by the Employer. All work performed beyond eighty (80) hours in a pay period shall be compensated at time and one-half (1½) the employee's regular rate of pay. Overtime premiums shall not be pyramided or paid twice for the same hours worked.

The Chief shall maintain an overtime roster for the purpose of equalizing scheduled overtime insofar as it is reasonably practicable. Overtime opportunity, if excused, shall be treated as if the employee had worked for purposes of equalization. Imbalance in overtime shall be adjusted by offering available overtime and not by paying for work not performed.

8.4 **Call In and Standby.**

(a) Any employee called to work on hours other than his/her scheduled hours of work to perform regular duties, to request a warrant from the prosecutor's office, or to appear in court shall be called in for a minimum of two (2) hours work and shall be paid a minimum of two (2) hours at one and one-half (1½) times the employee's regular rate of pay, provided, however, that if the minimum call-in period overlaps with a regular work shift, the employee shall be paid at time and one-half (1½) only for the time that exceeds the employee's regular work shift.

(b) If an employee is required to be on standby for an immediate call-in, he/she shall be paid for twenty five percent (25%) of all time spent on standby provided, however, that if an employee is called into work he/she shall not be paid both standby and call-in pay, but shall be paid call-in pay pursuant to Paragraph (a), above, for time worked when called in. Standby pay shall not be construed as hours worked in determining overtime.

8.5 **Pay Period.** Each employee shall receive his/her paycheck biweekly. However, the Employer reserves the right to alter the start of the pay period in order to accommodate accounting practices of the City.

Section 9

Leaves of Absence

9.1 **Seniority Accumulation.** Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation, sick leave, and insurance do not accrue or continue during any leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

9.2 Personal Leave.

(a) A permanent employee shall be permitted two (2) days of personal leave with pay per year. In addition, a permanent employee shall be permitted to one (1) additional day of personal leave with pay; this one additional day must be deducted from available sick leave or vacation time. Paid personal leave may be taken at any time with advance approval of the Chief.

(b) Any employee may be granted a personal leave of absence without pay upon approval of the City Council. A request for leave of absence shall be in writing stating the reason for such leave. During leaves of absence in excess of thirty (30) calendar days, the employee shall be responsible for his/her insurance premiums. All leaves of absence, not otherwise specifically provided herein, shall be considered a personal leave of absence.

9.3 Paid Sick Leave.

(a) Commencing the first full month following the completion of one (1) full month of employment, an employee shall earn paid sick leave credit at the rate of one (1) eight (8) hour day for each full calendar month actually worked up to a maximum accumulation of seventy-five (75) days.

(b) Except as provided in Section 9.2(a), sick leave is a benefit to be used in case of a bona fide illness of the employee. Misuse of sick leave may subject an employee disciplinary action.

(c) The Employer reserves the right to require such evidence of illness as it deems necessary to justify the request for paid sick leave.

(d) The Employer reserves the right to require a physician's authorization before permitting an employee to return to work after a sick leave of longer than fourteen (14) days.

(e) Sick leave is a benefit solely for the purpose of protecting an employee's income during a period of illness, and therefore, it is not intended as an alternate source of cash compensation. However, upon retirement, an employee shall receive fifty percent (50%) of all accumulated sick leave credits at his/her regular rate of pay. For purposes of this subsection, retirement shall be deemed to include a retirement because of permanent disability, a retirement after thirty (30) years of service with the City of Mackinac Island, or retirement after age 65.

9.4 Extended Sick Leave. Extended sick leave shall be granted automatically upon application from the employee for illness or injury, subject to the Employer's right to require medical proof of disability, such sick leave shall be without pay if an employee has exhausted his accumulated paid sick leave benefits. An employee may be on extended sick leave for a period of not more than eighteen (18) months or the length of his/her seniority, whichever is less, and seniority shall not continue beyond that time, unless otherwise mutually agreed.

9.5 Funeral Leave. Each employee after being employed for thirty (30) days if such employee has a sufficient number of sick leave credits, shall be granted a leave of absence without loss of pay up to five (5) days if he/she was otherwise scheduled to work between the day of death and the day of the funeral inclusive, in case of a death in the employee's immediate family. Additional time off without pay may be arranged with the Chief's approval. Immediate family shall include: spouse, children, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, and sister-in-law. Paid funeral leave shall be deducted from accumulated sick leave credits.

9.6 Military Leave. The re-employment rights of employees who have served in the military services of the United States shall be in accordance with applicable federal and state laws.

Section 10

Holidays

10.1 Recognized Holidays.

(a) In addition to their regular pay, each employee will be paid a holiday allowance of eight (8) hours at straight time for each of the recognized holidays. In addition to the holiday allowance, all hours actually worked on a holiday will be paid at a rate of time and one-half (1½). Compensation for holiday allowance and/or work will be paid on the check for the pay period in which it was earned.

(b) Holidays recognized in this Agreement are: New Year's Day, Presidents' Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and the employee's birthday.

(c) The starting time of the employee's shift shall determine whether or not an employee shall be deemed to have work on a recognized holiday.

10.2 **Holiday Eligibility.** Employees are subject to the following conditions and qualifications for holiday eligibility:

(a) All officers are eligible for holiday compensation.

(b) The employee must have worked the last scheduled workday before and the first scheduled workday after the holiday, unless otherwise excused by the Chief.

(c) The employee must not be on layoff, leave of absence or disciplinary suspension.

(d) If a holiday occurs during the calendar week in which an approved vacation is taken by an employee, the employee shall be paid for the holiday in addition to his/her vacation pay. If an employee's birthday falls on another holiday designated under Paragraph (b), above, it shall be rescheduled on another day as agreed by the employee and Chief.

(e) An employee who is scheduled to work on a recognized holiday but fails to report for work, unless otherwise excused by the Chief, shall not be entitled to the holiday.

Section 11

Vacations

11.1 **Vacation Benefits.** All permanent employees shall earn annual vacation leave with pay in accordance with the following schedule:

(a) After one (1) year of continuous employment, nine (9) days leave and seventy-two (72) hours of pay.

(b) After two (2) years of continuous employment, twelve (12) days leave and ninety-six (96) hours of pay.

(c) After three (3) years of continuous employment, fifteen (15) days leave and one hundred twenty (120) hours of pay.

(d) After five (5) years of continuous employment, eighteen (18) days leave and one hundred forty-four (144) hours of pay.

11.2 **Vacation Pay.** Vacation pay shall be at the employee's regular rate at the time of eligibility. Eligibility shall occur on the employee's anniversary date of hire. An employee who works less than 1,800 hours during his anniversary year shall receive

vacation and pay based on a pro rata formula on the basis of his/her hours actually worked.

11.3 **Vacation Scheduling.**

(a) Employees may schedule time off for their vacation during the 12 months following their vacation eligibility date each year upon proper notice as determined by the Chief, provided that, in the opinion of the Chief, such time off does not unreasonably interfere with the efficient operation of the Department. If an employee's proper request for vacation is denied or canceled by the Chief due to the needs of the department and the vacation cannot be rescheduled at the employee's request within the employee's eligibility year, the employee shall have the option of carrying the requested amount of time (not to exceed one week) into the next vacation year for use or receiving pay for the amount of vacation denied (not to exceed one week).

(b) Vacation requests must be submitted in writing by the employee at least thirty (30) days in advance of the period requested, unless such 30-day limit is waived by the Chief. If an employee does not submit a vacation request, the Chief may assign time for the employee. If a conflict exists between employees who have timely submitted their requests for vacation leave, the employee with the greatest seniority shall have preference.

(c) Between June 15 and Labor Day, vacations may be taken subject to the following:

(1) No employee may take more than five (5) total vacation days.

(2) No employee may take more than five (5) consecutive vacation days.

(3) No vacation time may be taken during the weeks of Independence Day, the Mackinac boat races, or Labor Day.

(4) Only one (1) employee may be on vacation at a time.

Section 12

Insurance

12.1 **Hospitalization.** The Employer shall contribute the full amount of hospitalization insurance for permanent employees and their dependents. Insurance will be maintained with Blue Cross/Blue Shield Plan L, with a \$10.00 co-pay prescription rider, or substantially similar coverage. Notwithstanding anything to the contrary in this Agreement, if during the term of this Agreement a national healthcare reform plan becomes law, either party to this Agreement may, by written notice given to the other,

reopen this Agreement for the sole purpose of renegotiating healthcare benefits. Any such negotiations must begin not later than thirty (30) days after notice is given.

12.2 **False Arrest.** Employees shall be protected under the Employer's blanket policy in an amount up to \$1,500,000.

12.3 **Life Insurance.** The Employer shall contribute the full amount of premium payment for permanent employees, a life insurance policy in the amount of \$25,000 each. Said policy shall be term, and the Employer shall determine the carrier of said policy. Upon termination of employment, other than for matters of disciplinary proceedings, the Employee shall have the option of continuing the policy by assuming payment of any subsequent premium payments.

Section 13

No Strike - No Lockout

13.1 Prohibited Conduct.

(a) The Association acknowledges that the employees covered by this Agreement are sworn to uphold the law and because of prohibition of strikes in Act 336, State of Michigan Acts of 1946 as amended, and its commitments hereunder, the Association agrees that neither it or its members will for any reason, directly or indirectly, call, sanction, or engage in any strike (including sympathy strikes), walkout, slowdown, stay away, limitation of services, boycott of a primary or secondary nature, picketing or any other activities that may disturb, restrict or interfere with the services provided by the Employer and its peaceful operations. The Employer agrees that during the term of this Agreement, it will not lock out any employee covered by this Agreement.

(b) Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or in any other conduct prohibited under Section 13.1(a) may be disciplined or discharged in the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such prescribed activities may be subject to the grievance procedure.

Section 14

Discharge and Discipline

14.1 **Just Cause.** Except as provided in Section 7.3, the Employer agrees that all discipline shall be for just cause. Minor offenses shall be treated with progressive discipline so that an officer will have the opportunity to correct his conduct. However, the Association acknowledges that law enforcement officers have the public duty to conduct themselves in a manner that will not bring discredit upon the City or Department. Major offenses shall be defined as any violation of any Department rule which carries a maximum penalty of disciplinary suspension without pay or discharge

for the first offense. Penalties for major offenses shall be given stating the infractions. Any employee who is to receive disciplinary suspension or discharge may have his/her Steward present.

Section 15

Miscellaneous

15.1 **Uniforms and Equipment.** The Employer shall provide such uniforms and equipment as the Employer shall determine is necessary, except shoes (but to include approved helmets), subject to reasonable rules for the preservation, use and care of such uniforms and equipment. Temporary employees shall be reimbursed up to an annual limit of \$50 for necessary actual dry cleaning costs and/or the purchase of Department-approved footwear. Permanent employees shall be reimbursed up to an annual noncumulative limit of \$200 for necessary actual dry cleaning costs and/or the purchase of Department-approved footwear.

15.2 **Rules and Regulations.** The Employer reserves the right to establish reasonable departmental rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be posted five (5) days for inspection and reviewed by employees if such rules, regulations, policies and procedures concern working conditions. If the Association believes that such rules, regulations, policies and procedures are inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment of such rules, regulations, policies and procedures, and therefore in accordance with the grievance procedure.

15.3 **Safety.** The Employer shall have the responsibility to maintain all equipment furnished in a safe operating condition. All defects or inoperative equipment shall be reported to the Chief.

15.4 **Captions.** The captions used in each section are for the purpose of identification only and are not a substantive part of the Agreement.

15.5 **Gender.** Reference to any gender shall equally apply to the other and vice versa.

15.6 **Separability.** In the event that any section of this contract shall be declared invalid or illegal, such declaration shall in no way affect the validity of the remaining provisions.

15.7 **Wages and Classification.** The following wage rates will become effective as indicated:

Level	<i>Permanent Employee</i>		
	Effective 4/1/00	Effective 4/1/01	Effective 4/1/02
Entry Level	10.00	10.35	10.71
After 6 months	11.27	11.66	12.07
After 12 months	12.54	12.98	13.43
After 18 months	13.57	14.05	14.54
After 24 months	14.38	14.88	15.40
After 30 months	15.33	15.87	16.42

All rates shall be considered as minimum rates. The employer reserves the right to increase any rate(s) provided that such rate does not exceed the rate for any higher step and that such increase shall apply to all employees on any affected step.

New temporary employees shall be paid at the entry level rate and advance after six (6) months of service. Returning temporary employees shall be paid at the step left the last season worked and shall advance to the next step upon completing an additional six (6) months of service.

Seasonal Bonus

A temporary employee shall be paid a seasonal bonus of \$500 gross, upon the following conditions:

1. The employee must complete six (6) months continuous employment.
2. If terminating voluntarily, the employee must give four (4) weeks written notice to the Chief.
3. Payment will be made with the employee's last regular paycheck.
4. If laid off or promoted, a qualifying employee shall be paid with his next regular paycheck.
5. An employee terminated for just cause shall have no right to any seasonal bonus.
6. A bonus shall not be prorated, except in the case of a promotion.
7. Qualification for a seasonal bonus shall not affect calculations regarding regular hourly rates, overtime rates, or any other pay practice or premium.

Deferred Compensation Option

Qualified Permanent full-time employees who choose to participate in the Employer's 457 Deferred Compensation Plan as may be in effect from time to time may take advantage of the following option if they so choose:

1. This option shall be available for permanent full-time employees who have worked one thousand (1,000) hours between January 1 and November 30 each year.
2. The employee must be employed on December 1 of each year.
3. In the month of December, the Employer will match on a one for one basis any employee contribution to the 457 Plan made between January 1 and November 30, subject to the following caps:
 - (a) Calendar 2000 - \$1,000 maximum Employer contribution per employee;
 - (b) Calendar 2001 - \$1,100 maximum Employer contribution per employee;
 - (c) Calendar 2002 and years thereafter - \$1,200 maximum Employer contribution per employee.
4. All Employer contributions shall be made in the month of December to the individual account of the employee and shall be immediately 100% vested in that employee.

15.8 **Waiver.** It is the intent of the parties hereto that the provisions of this Agreement which supersedes all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject matter may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

15.9 **Officer in Charge.** In the event that the Chief of Police and Assistant Chief of Police are absent from the Department for a period of 21 days or longer, or in other circumstances as the Chief or the City Council deems necessary, an officer shall be designated Officer in Charge. The Officer in Charge shall perform certain additional duties as designated by the Chief of Police or City Council and will receive, during the time for which the officer is designated Officer in Charge, premium pay of 50 cents per hour.

Section 16

Duration

16.1 **Duration of Agreement.** This Agreement shall be in full force and effect from April 1, 2000, to and including March 31, 2003, and shall continue in full force and effect from year to year thereafter unless written notice or desire to cancel or terminate the Agreement is served by either party upon the other at least 90 days prior to date of expiration.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party shall serve upon the other a notice at least 90 days prior to March 31, 2003, or by December 31 of any subsequent contract year, advising that such party desires to continue with this Agreement but also desire to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful recourse to support their request for revisions if the parties fail to agree herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 18th day of May, 2000.

IN THE PRESENCE OF:

CITY OF MACKINAC ISLAND

Ellen Putnam

By:

Margaret M. Doud
Margaret M. Doud, Mayor

Armand M. Horn

By:

Tammy L. Frasier
Tammy L. Frasier, City Clerk

MACKINAC ISLAND POLICE OFFICERS' ASSOCIATION

Andrew Bradley Dykstra

By: Kenneth R Hardy, Jr, Steward

POLICE OFFICERS LABOR COUNCIL, INC.

Mark D. Tom

By: [Signature]

Its: LABOR REPRESENTATIVE

Letter of Agreement

RE: **Bulletproof Vests**

The Mackinac Island Police Department shall provide bulletproof vests to all bargaining unit members at no cost to the employee. The vests shall remain the property of the Department.

The Chief of Police shall develop and publish a policy on the use and maintenance of the vests.